

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Frankie Monegro, on behalf of himself
and all others similarly situated,

Plaintiff,

- vs. -

I-Blades, Inc.,

Defendant.

DOCKET NO. 21-cv-3093
(GBD)(SN)

**DECLARATION OF
JORGE M. FERNANDES**

I, Jorge M. Fernandes, declare, upon personal knowledge and under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct.

1. I am an Owner and the Chief Executive Officer of Defendant I-Blades, Inc., a Delaware Corporation with headquarters (and indeed all its operations) in California.
2. I make this declaration in support of I-Blades' motion to dismiss this lawsuit, or for any other relevant motion filed by our lawyers.
3. I am fully familiar with the facts set forth herein, and I recite them on personal knowledge. If I were called to testify at a hearing or at trial, I would testify to the facts in this document.
4. As the Owner and Chief Executive Officer of I-Blades, Inc. I am responsible for making all business decisions relating to the operations of I-Blades, Inc. Those decisions include the development and operations of I-Blades, Inc.'s website.

5. I-Blades, Inc., is a very small business. It has no brick-and-mortar retail location, and never did, and it only has two employees.
6. I was shocked when I learned about the website filed against my company by the plaintiff in this case, Frankie Monegro. I did not know that the company website had any accessibility issues. At no time did Mr. Monegro — or any other individual — ever bring to my attention any claim that the company website was not accessible.
7. Also, we are located in California and have no connection to New York, and so I had no idea that someone from New York might be able to sue us there.
8. Therefore, upon receiving the lawsuit I reviewed company sales records, and found that I-Blades did almost no business in the state of New York. Specifically, in all of 2020 we only made \$3,207.14 in sales, and recorded \$841.39 in net revenue, from all New York customers combined.
9. It is simply not cost-effective for such a small company like I-Blades to incur litigation costs entirely across the country for such a small volume of revenue.
10. As such, as CEO on June 8, 2021, I made a decision to stop selling our product to customers in the state of New York.
11. We have revised our company policies accordingly, and indeed our website now says, “i-BLADES ships everywhere within the United States with the exception of New York State. We do not conduct business or ship into the state of New York.”

12. It is thus now impossible for anyone in New York to place an order on our website; if they attempt to do so, the site will automatically reject the transaction.

13. Although I do not believe the website is inaccessible — and nothing in the lawsuit that I read explains where the supposed problems with the site are — I never intended to exclude anyone from the website. Therefore, I have also caused I-Blades, Inc. to engage the services of a contractor to make sure that the website is in fact accessible to those who are visually impaired.

14. If the contractor identifies any accessibility problems with the website, he has been instructed to remediate them.

15. Nevertheless, based on what I understand about the opportunistic nature of these types of lawsuits, and the risk of being haled back into court in the future, and the small volume of business generated by sales to New York, I do not intend for I-Blades, Inc. to resume sales to the state of New York.

16. It is thus impossible for any resident of New York, sighted or visually impaired, to ever again initiate or complete any transactions on I-Blades.com.

17. Thus, Mr. Monegro cannot under any circumstances return to I-Blades, Inc.'s website to purchase any goods of any sort.

18. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 11, 2021

A handwritten signature in black ink, appearing to read 'Jorge M. Fernandes', with a stylized flourish at the end.

Jorge M. Fernandes
CEO, I-Blades, Inc.